

SCHEWEL FURNITURE COMPANY, INC.

EMPLOYER: CREE, INC.

PHONE: 919-313-5765

DEPOSIT AMOUNT	HOW TAKEN	PRIMARY DEBTOR (CALLED YOU)	DATE OF SALE
200.00	VISA	RIOULT, WANDA	08/28/10
TRAN TYPE	FINANCE	CO-DEBTOR (ALSO CALLED YOU)	HOW DELIVERED
CASHIER	SALESPERSON		TRUCK DELIVER
LIZZIE	PA	ADDRESS 3393 GENLEE DRIVE	DELIVERY DATE
CUSTOMER NUMBER			08/28/10
		CITY DURHAM	HOME PHONE
		STATE NC	919-4367 NEW
		ZIP CODE 27704	

THIS INSTALLMENT SALE AGREEMENT AND SECURITY AGREEMENT, made as of the above date between SCHEWEL FURNITURE COMPANY, INC. ("Secured Party") and the above named purchaser ("Debtor"). WITNESSED:

1. CREATION OF SECURITY INTEREST. Secured Party has this date sold to Debtor and Debtor has purchased from Secured Party on the terms and conditions hereinafter set forth the consumer goods or equipment ("Collateral") described in paragraph 2 hereof, and Debtor hereby grants to Secured Party a purchase money security interest in said Collateral and its proceeds, if any.

2. COLLATERAL. The Collateral hereof is described as follows, but may also include other items of equipment described on prior contracts, as set forth in Paragraph 4b as the case may be on the reverse side.

3. IN THE EVENT OF DEFAULT, REASONABLE ATTORNEY'S FEES AND OTHER COSTS OF COLLECTION MAY BE IMPOSED AS PROVIDED ON THE REVERSE SIDE HEREOF.

NOTICE: IF YOU PAY THIS LOAN OR SALE ON CREDIT PARTIALLY OR IN FULL BEFORE ITS DUE DATE, THE AMOUNT OF INTEREST YOU PAY WILL BE GREATER THAN THE AMOUNT OF INTEREST YOU WOULD PAY FOR A SIMPLE INTEREST LOAN OF THE SAME PRINCIPAL AMOUNT.

QTY	MEASUREMENT	SKU NUMBER	VEINOR	STOCK NO.	DESCRIPTION	FINISH/SIZE	AMOUNT
1	P	110337176	SOTM	854-31-828-21	RECL SOFA	3599.95	1,800.00
1	P	111337178	SOTM	854-28-828-21	OVAL RECL	ROUNDLEAT	
1	P	112337170	SOTM	854-83-828-21	WEDGE	ROUNDLEAT	
1	P	001000552	PHOF	5 YR MULTI ITEM LEATHER	PREMIER HA		199.95
1	P	370235020	GRTR	643-66F	6/6 SLEIGH		1,399.95
1	P	379235022	GRTR	643-66F	6/6 SLEIGH		
1	P	380235026	GRTR	643-66R	6/6 WOOD R		

DEBT CANCELLATION AGREEMENT:

1. A DEBT CANCELLATION AGREEMENT IS NOT REQUIRED TO OBTAIN CREDIT.
2. THE FEE FOR A DEBT CANCELLATION AGREEMENT IS \$ 638.36
3. AFTER RECEIVING THE ABOVE DISCLOSURES, I WISH TO PURCHASE A DEBT CANCELLATION AGREEMENT.

BUYER(S)

DATE

Roxboro, N.C. 27573-920
336-599-0281

Serials

ITEMIZATION OF AMOUNT FINANCED OF		5,079.13
a. TOTAL AMOUNT THIS SALE		3,399.90
b. DELIVERY CHARGE		80.00
c. SALES TAX		269.69
d. CASH PRICE (a + b + c) (TOTAL)		3,749.59
e. LESS: CASH DOWN PAYMENT	\$ 200.00	
1. UNPAID BALANCE OF CASH PRICE (d - e)		3,549.59
g. BALANCE REFINANCED (SEE PARAGRAPH 4b ON REVERSE SIDE) ON PRIOR CONTRACT(S)		
(1) OLD BALANCE	1,001.81	
(2) LESS REBATE OF UNEARNED FINANCE CHARGE	\$ 34.64	
(3) Less Rebate of Unearned Debt Cancellation Charge:	\$ 76.00	
NET BALANCE REFINANCED		891.18
Amount paid on your account (f + g)		1,440.77
1. CHARGE FOR VOLUNTARY DEBT CANCELLATION AGREEMENT.		638.36
2. Prepaid Finance Charge (Processing Fee)		9.95

ANNUAL PERCENTAGE RATE THE COST OF YOUR CREDIT AS A YEARLY RATE	FINANCE CHARGE THE DOLLAR AMOUNT THE CREDIT WILL COST YOU.	AMOUNT FINANCED THE AMOUNT OF CREDIT PROVIDED TO YOU OR ON YOUR BEHALF.	TOTAL OF PAYMENTS THE AMOUNT YOU WILL HAVE PAID AFTER YOU HAVE MADE ALL PAYMENTS AS SCHEDULED.	TOTAL SALE PRICE THE TOTAL COST OF YOUR PURCHASE ON CREDIT INCLUDING THE DOWN PAYMENT OF
17.982 %	\$ 965.96	\$ 5,079.13	\$ 6,045.09	\$ 5,353.91

YOUR SCHEDULE OF PAYMENT IS: 23 Mo. MONTHLY PAYMENTS OF 262.83 EXCEPT THE LAST PAYMENT WHICH IS 252.83. EACH PAYMENT IS DUE ON THE 20 DAY OF THE MONTH BEGINNING 09/20/10

LATE CHARGE: IF A PAYMENT IS 10 DAYS OR MORE PAST DUE, YOU WILL BE CHARGED 5% OF SUCH PAYMENT, or \$8.00, WHICHEVER IS LESS.

PREPAYMENT: IF YOU PAY OFF EARLY, YOU MAY BE ENTITLED TO A REFUND OF PART OF THE FINANCE CHARGE.

SECURITY: YOU ARE GIVING A SECURITY INTEREST IN THE GOODS BEING PURCHASED. COLLATERAL SECURING OTHER LOANS WITH US MAY ALSO SECURE THIS CREDIT SALE.

SEE OTHER SIDE FOR ADDITIONAL INFORMATION ABOUT NONPAYMENT, DEFAULT, ANY REQUIRED PREPAYMENT IN FULL BEFORE THE SCHEDULED DATE, AND PREPAYMENT REFUNDS AND PENALTIES.

DELIVERY INSTRUCTIONS: SEE ATTACHED

C.C.D.

C.C.D.

Case# 11-80874 Claim# 4-1 Part 4

EXHIBIT

Filed 06/22/11 Page 1 of 2

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SCHEWEL FURNITURE COMPANY, INC.

EMPLOYER: CREE, INC. PHONE: 919-313-5765

DEPOSIT AMOUNT	HOW TAKEN	PRIMARY DEBTOR (CALLED YOU)	DATE OF SALE
70.00	CASH	RUDOLPH, WANDA	09/19/09
TRAN TYPE: FINANCE		CO-DEBTOR (ALSO CALLED YOU)	HOW DELIVERED
PAY CASHIER	SALESPERSON:		Customer pickup
ANCE TRA	P7	ADDRESS 5570 OXFORD RD	DELIVERY DATE
CUSTOMER NUMBER			09/19/09
		CITY TIMBERLAKE STATE NC ZIP CODE 27583	HOME PHONE
			99-4367 NEW

THIS INSTALLMENT SALE AGREEMENT AND SECURITY AGREEMENT, made as of the above date between SCHEWEL FURNITURE COMPANY, INC. ("Secured Party") and the above named purchaser ("Debtor"). WITNESSETH:

1. CREATION OF SECURITY INTEREST. Secured Party has this date sold to Debtor and Debtor has purchased from Secured Party on the terms and conditions hereinafter set forth the consumer goods or equipment ("Collateral") described in paragraph 2 hereof, and Debtor hereby grants to Secured Party a purchase money security interest in said Collateral and its proceeds, if any.

2. COLLATERAL. The Collateral hereof is described as follows, but may also include other items of equipment described on prior contracts, as set forth in Paragraph 4b as the case may be on the reverse side.

3. IN THE EVENT OF DEFAULT, REASONABLE ATTORNEY'S FEES AND OTHER COSTS OF COLLECTION MAY BE IMPOSED AS PROVIDED ON THE REVERSE SIDE HEREOF.

NOTICE: IF YOU PAY THIS LOAN OR SALE ON CREDIT PARTIALLY OR IN FULL BEFORE ITS DUE DATE, THE AMOUNT OF INTEREST YOU PAY WILL BE GREATER THAN THE AMOUNT OF INTEREST YOU WOULD PAY FOR A SIMPLE INTEREST LOAN OF THE SAME PRINCIPAL AMOUNT.

QTY.	LOCATION	SKU NUMBER	VENDOR	STOCK NO.	DESCRIPTION	FINISH SIZE	AMOUNT
1	P	300216030	STAN	4009	DRESSER		350.00
1	P	300216036	STAN	4018	MIRROR		
1	P	319216030	STAN	4005	CHEST		225.00

DEBT CANCELLATION AGREEMENT:

1. A DEBT CANCELLATION AGREEMENT IS NOT REQUIRED TO OBTAIN CREDIT.
2. THE FEE FOR A DEBT CANCELLATION AGREEMENT IS \$ 286.31
3. AFTER RECEIVING THE ABOVE DISCLOSURES, I WISH TO PURCHASE A DEBT CANCELLATION AGREEMENT.

J. Wanda Rudolph
BUYER(S)

DATE

Roxboro, N.C. 27573-920
336-899-0201

Part 10

ITEMIZATION OF AMOUNT FINANCED OF		3,340.23
a. TOTAL AMOUNT THIS SALE		575.00
b. DELIVERY CHARGE		0.00
c. SALES TAX		44.56
d. CASH PRICE (a + b + c) (TOTAL)		619.56
e. LESS: CASH DOWN PAYMENT \$ 70.00		549.56
f. UNPAID BALANCE OF CASH PRICE (d - e)		549.56
g. BALANCE REFINANCED (ACCORDING TO PARAGRAPH 4a ON REVERSE SIDE OF PRIOR CONTRACTS):		3,170.88
(1) OLD BALANCE		
(2) LESS REBATE OF UNPAID FINANCE CHARGE \$ 409.00		
(3) Less Rebate of Unpaid Debt Cancellation Charge: \$ 286.31		2,501.36
NET BALANCE REFINANCED		
h. Amount paid on your account (f + g)		3,053.92
i. CHARGE FOR VOLUNTARY DEBT CANCELLATION AGREEMENT.		286.31
j. Prepaid Finance Charge (Processing Fee)		9.95

ANNUAL PERCENTAGE RATE THE COST OF YOUR CREDIT AS A YEARLY RATE	FINANCE CHARGE THE DOLLAR AMOUNT THE CREDIT WILL COST YOU.	AMOUNT FINANCED THE AMOUNT OF CREDIT PROVIDED TO YOU OR ON YOUR BEHALF	TOTAL OF PAYMENTS THE AMOUNT YOU WILL HAVE PAID AFTER YOU HAVE MADE ALL PAYMENTS AS SCHEDULED.	TOTAL SALE PRICE THE TOTAL COST OF YOUR PURCHASE ON CREDIT * EXCLUDES OTHER DOWN PAYMENT OF
17.99%	\$ 416.53	\$ 3,340.23	\$ 3,756.76	\$ 1,322.40

YOUR SCHEDULE OF PAYMENT IS: 15 Mo. MONTHLY PAYMENTS OF 250.45 EXCEPT THE LAST PAYMENT WHICH IS 250.45. EACH PAYMENT IS DUE ON THE 20 DAY OF THE MONTH BEGINNING 10/20/09.

LATE CHARGE: IF A PAYMENT IS 10 DAYS OR MORE PAST DUE, YOU WILL BE CHARGED 6% OF SUCH PAYMENT, or \$8.00, WHICHEVER IS LESS.

PREPAYMENT: IF YOU PAY OFF EARLY, YOU MAY BE ENTITLED TO A REFUND OF PART OF THE FINANCE CHARGE.

SECURITY: YOU ARE GIVING A SECURITY INTEREST IN THE GOODS BEING PURCHASED. COLLATERAL SECURING OTHER LOANS WITH US MAY ALSO SECURE THIS CREDIT SALE.

SEE OTHER SIDE FOR ADDITIONAL INFORMATION ABOUT NONPAYMENT, DEFAULT, ANY REQUIRED PREPAYMENT IN FULL BEFORE THE SCHEDULED DATE, AND PREPAYMENT REFUNDS AND PENALTIES.

DELIVERY INSTRUCTIONS: 5570 OXFORD RD #158 PASS PERC 1ST BRICK HOUSE ON R

C.O.D. \$ C.B.D. \$ P 090919003

1. **WARRANTY.** In the case of any goods sold, the Seller warrants that the goods are as described and fit for the purposes for which they are sold. The Seller shall be liable for any loss or damage to the goods or for any injury to any person caused by the goods if the goods are found to be defective. The Seller shall be liable for any loss or damage to the goods or for any injury to any person caused by the goods if the goods are found to be defective. The Seller shall be liable for any loss or damage to the goods or for any injury to any person caused by the goods if the goods are found to be defective.

2. **CONTINUATION OF DEBT.** In consideration of the foregoing, the Buyer agrees to continue to pay the balance of the purchase price of the goods sold to the Seller. The Buyer shall be liable for any loss or damage to the goods or for any injury to any person caused by the goods if the goods are found to be defective. The Buyer shall be liable for any loss or damage to the goods or for any injury to any person caused by the goods if the goods are found to be defective.

3. **SECURED PARTY'S OBLIGATIONS.** The Secured Party agrees to make payments regularly of the debt to the Seller. The Secured Party shall be liable for any loss or damage to the goods or for any injury to any person caused by the goods if the goods are found to be defective. The Secured Party shall be liable for any loss or damage to the goods or for any injury to any person caused by the goods if the goods are found to be defective.

4. **DEBTOR'S OBLIGATIONS.** The Debtor agrees to make payments regularly of the debt to the Secured Party. The Debtor shall be liable for any loss or damage to the goods or for any injury to any person caused by the goods if the goods are found to be defective. The Debtor shall be liable for any loss or damage to the goods or for any injury to any person caused by the goods if the goods are found to be defective.

5. **WARRANTY.** The Secured Party, at its option and without notice to the Debtor, may declare the debt to be immediately due and payable. The Secured Party shall be liable for any loss or damage to the goods or for any injury to any person caused by the goods if the goods are found to be defective. The Secured Party shall be liable for any loss or damage to the goods or for any injury to any person caused by the goods if the goods are found to be defective.

6. **SECURED PARTY'S RIGHTS AND REMEDIES.** Upon any default hereunder by the Debtor, the Secured Party shall be entitled to exercise its rights and remedies. The Secured Party shall be liable for any loss or damage to the goods or for any injury to any person caused by the goods if the goods are found to be defective. The Secured Party shall be liable for any loss or damage to the goods or for any injury to any person caused by the goods if the goods are found to be defective.

7. **LATE FEE.** If a payment is 10 days or more past due, you will be charged a late fee of 10% of the amount due. The late fee shall be payable immediately. The late fee shall be payable immediately.

8. **EXCLUSIONS.** The parties agree that none of the Collateral hereunder is subject to any lien or other security interest. The parties shall be liable for any loss or damage to the goods or for any injury to any person caused by the goods if the goods are found to be defective. The parties shall be liable for any loss or damage to the goods or for any injury to any person caused by the goods if the goods are found to be defective.

9. **DEBTOR'S SIGNATURE REQUIRED AND AFFIRMATION.** The Debtor shall sign and affirm the following: I, the Debtor, do hereby certify that the foregoing is a true and correct statement of the facts and circumstances of the debt. The Debtor shall be liable for any loss or damage to the goods or for any injury to any person caused by the goods if the goods are found to be defective. The Debtor shall be liable for any loss or damage to the goods or for any injury to any person caused by the goods if the goods are found to be defective.

10. **CONTINGENT CREDIT APPROVAL.** This contract is subject to approval by the Secured Party. The Secured Party shall be liable for any loss or damage to the goods or for any injury to any person caused by the goods if the goods are found to be defective. The Secured Party shall be liable for any loss or damage to the goods or for any injury to any person caused by the goods if the goods are found to be defective.

11. **CONTRACT SETS FORTH ALL CONDITIONS AND AGREEMENTS BETWEEN THE PARTIES.** The parties shall be liable for any loss or damage to the goods or for any injury to any person caused by the goods if the goods are found to be defective. The parties shall be liable for any loss or damage to the goods or for any injury to any person caused by the goods if the goods are found to be defective.

12. **DEBTOR'S SIGNATURE REQUIRED AND AFFIRMATION.** The Debtor shall sign and affirm the following: I, the Debtor, do hereby certify that the foregoing is a true and correct statement of the facts and circumstances of the debt. The Debtor shall be liable for any loss or damage to the goods or for any injury to any person caused by the goods if the goods are found to be defective. The Debtor shall be liable for any loss or damage to the goods or for any injury to any person caused by the goods if the goods are found to be defective.

13. **DEBTOR'S SIGNATURE REQUIRED AND AFFIRMATION.** The Debtor shall sign and affirm the following: I, the Debtor, do hereby certify that the foregoing is a true and correct statement of the facts and circumstances of the debt. The Debtor shall be liable for any loss or damage to the goods or for any injury to any person caused by the goods if the goods are found to be defective. The Debtor shall be liable for any loss or damage to the goods or for any injury to any person caused by the goods if the goods are found to be defective.

14. **DEBTOR'S SIGNATURE REQUIRED AND AFFIRMATION.** The Debtor shall sign and affirm the following: I, the Debtor, do hereby certify that the foregoing is a true and correct statement of the facts and circumstances of the debt. The Debtor shall be liable for any loss or damage to the goods or for any injury to any person caused by the goods if the goods are found to be defective. The Debtor shall be liable for any loss or damage to the goods or for any injury to any person caused by the goods if the goods are found to be defective.